

Terms and Conditions of Sale

1. Faulty Items

Upon discovery of a faulty item, please contact our sales department to obtain a returns reference number and subsequent details on how to return the goods to ourselves. Failure to do this may lead to a delay with the processing of your return. It is essential that you quote your delivery note number (found on our delivery paperwork).

If you require replacement goods ASAP, please ensure that you inform our sales department of this. A duplicate / amended order would be required. We will inspect returned goods before issuing you a replacement / credit if goods are deemed to be faulty.

Please note that we cannot be held responsible for any goods returned to us without prior contact.

Goods should be returned in their original packaging with adequate protection to ensure that the goods and packaging reach us in good condition.

2. Damaged Items

Claims for damaged goods must be reported within 5 working days of delivery. Any claims after this period cannot be processed. Please contact our sales department to obtain a returns reference number and subsequent details on how to return goods to ourselves. Failure to do this may lead to a delay with the processing of your query. It is essential that you quote your delivery note number (found on our delivery paperwork).

If you require replacement goods ASAP, please ensure that you inform our sales department of this. A duplicate / amended order would be required. We will inspect returned goods before issuing you a replacement / credit if goods are deemed to be damaged.

Please note that we cannot be held responsible for any goods returned to us without prior contact.

Goods should be returned in their original packaging with adequate protection to ensure that the goods and packaging reach us in good condition.

3. Shortages, Excesses and Incorrect Items

Claims for Shortages, Excesses and Incorrect Items must be reported within 5 working days of delivery. Any claims after this time cannot be processed. Please contact our sales department to obtain a returns reference number and subsequent details on how to return goods to ourselves. Failure to do this may lead to a delay with the processing of your query. It is essential that you quote your delivery note number (found on our delivery paperwork).

In the case of incorrect items, if you require replacement goods ASAP, please ensure that you inform our sales department of this. A duplicate / amended order would be required. We will inspect returned goods before issuing you a replacement / credit if goods are deemed to be incorrect.

Please note that we cannot be held responsible for any goods returned to us without prior contact.

Goods should be returned in their original packaging with adequate protection to ensure that the goods and packaging reach us in good condition.

4. Unwanted Items / Order Cancellation

We are able to accept returns in most cases but we are unable to do so with certain items, e.g. specially ordered items / non stock items. Please contact us prior to your order to check this. In addition to this we will charge an administrative handling fee of 20% of the invoice value of the goods returned.

You may only return an item that is unwanted under the following criteria:

- The item is in new condition.
- It must be returned to us in its original condition unused.
- It must reach us undamaged.
- You must return the item within 5 days of receipt.

Please contact our sales department to obtain a returns reference number and subsequent details on how to return goods to ourselves. Failure to do this may lead to a delay with the processing of your query. It is essential that you quote your delivery note number (found on our delivery paperwork) for a credit note to be issued.

Please note that we cannot be held responsible for any goods returned to us without prior contact.

Items not returned to us in new condition will not be refunded and any costs to return the item to you will have to be paid before we can return the item.

Delivery charges are non-refundable in the event of an unwanted item being returned to us.

5. Delivery and Dispatch

Upon receipt of your order, we will advise you of any carriage charges if applicable. We will arrange the most cost effective service to ensure that your goods arrive in a satisfactory / requested time.

Our standard delivery service:

- UPS (United States Parcel Service) – 1 -5 days depending upon region (Monday to Friday)
- Royal Mail – First Class Mail – Next working day after postage (Monday to Saturday)
- Royal Mail – Second Class Mail – By the 3rd working day after postage (Monday to Saturday)
- Palletways – Two working days after pickup from ourselves (Monday to Friday)
- Rail Order's own transportation – As agreed with the customer

UK Deliveries are usually completed within a maximum of 7 working days, however this may be longer where we are awaiting stock.

After 2 failed delivery attempts the goods may be returned to Rail Order by the courier. If this is so you will be responsible for the associated delivery and return costs.

Please note that other logistical solutions are available to suit your needs. Please contact our Sales Team to discuss these before placing your order

6. Specification of goods

Whilst every effort is made to maintain correct pictures and descriptions of goods offered, we cannot be held responsible for changes or amendments made by individual manufacturers, which may be made at any time and without notice. Images on our website are provided for illustration of colour/general appearance only, for a description of the items offered please refer to the description area within the shopping area of the website.

Rail Order reserves the right to change any information posted on our website at any time without notice.

7. Pricing

Our online catalogue is manually updated. As a result there may be times when items on the website are no longer available at the price shown. In addition to this, some items may be subject to minimum order quantities not specified in the items description.

For all items shown on the website as 'Call for price' these will be for items that we stock which are subject to regular price variations.

All prices quoted, whether on the website or over phone, email or fax are excluding VAT (20%).

8. Contract of Sale

A **contract of sale** is a legal contract regarding the proposed exchange of goods, services or property from the seller (or vendor) to the buyer (or purchaser) for an agreed value in money (or money equivalent).

Rail Order deems a contract of sale to be formed once an 'official order' has been received from you the buyer to us (the seller) and placed onto our sales system.

9. Payment Arrangements

Rail Order are able to accept payment via credit / debit / bank transfer and cheque. We have 2 main types of customer:

- Cash Sale Accounts (Credit Card / Bank Transfer / Cheque / Cash)

Rail Order shall request payment before shipment of goods via payment by credit / debit / bank transfer and or cheque. Once payment has cleared, we will be able to process your order.

- Rail Order Credit Account Holders

This account facility is only available to registered businesses with an acceptable credit rating. Full payment must be made within the allocated time period from date of invoice in respect to goods supplied to you during that Calendar month or in the preceding month(s). Non payment will result in your account being put on stop and court action to reclaim the debt.

10. Retention of Title

Property, legal or Beneficial, in any goods supplied by Rail Order shall pass to the buyer only when we have received full payment for all sums owed by the buyer.

Goods in respect of which property has remained with Rail Order shall be kept identifiable as those of ourselves, and the buyer shall at its own expense immediately return such goods to Rail Order, or permit Rail Order to enter into the buyer's premises to collect such goods should Rail Order request.

Risk shall pass to the buyer with possession of the goods.

11. Force Majeure

The company shall be under no liability for any delay, loss or damage caused wholly or in part by act of God, Governmental Restriction, condition or control or by reason of any act done or not done pursuant to a trade dispute whether such dispute involves the company's servants or not by reason of any other act, matter or thing beyond the reasonable control of the company.

Your statutory rights are not affected by any of the above terms and conditions.